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PART IV

Advertisements and Notices by Private Individuals and Private Bodies

MINISTRY OF LABOUR AND EMPLOYMENT

Employees' State Insurance Corporation

NOTIFICATIONS

Calcutta 13, the 22nd July 1958

No. C/Estt-28/12/58—It is hereby notified that Shri K. N. Mukherjee of The National Rubber Manufacturers Ltd., 19, Chowringhee Road, Calcutta 13, has been nominated to be a member of the Local Committee, Calcutta area where Chapters IV & V of the Employees' State Insurance Act, 1948 are in force, under Regulation 10-A(1)(d) of the Employees' State Insurance (General) Regulations, 1950 *vice* Dr. S. B. Dutt, since resigned from the said Committee.

In this Office Notification No. C/CO-LC/1/56(1), dated 28th January 1958, for item 4, the following shall be substituted, namely:—

Shri K. N. Mukherjee,
The National Rubber Manufacturers Ltd.,
19, Chowringhee Road,
Calcutta-13).
(Bengal National Chamber of Commerce and Industry.)

By order
J. N. AGRAWALA
Regional Director

New Delhi, the 19th July 1958

No. INS. 1-22(1)-1/58—In exercise of the powers conferred by sub-regulation (1) of Regulation 5 of the Employees' State Insurance (General) Regulations, 1950, I hereby determine that in the areas specified in the schedule below the first contribution and first benefit period for Sets A, B and C shall begin and end in respect of persons in insurable employment on the appointed day of the midnight of 26th July 1958, as indicated in the table given below:—

Set	First contribution period		First benefit period	
	Begins on midnight of	Ends on midnight of	Begins on midnight of	Ends on midnight of
A	20-7-1958	25-4-1959	31-1-1959	31-10-1959
B	26-7-1958	27-9-1958	25-4-1959	27-6-1959
C	26-7-1958	29-11-1958	25-4-1959	29-8-1959

(ii) In pursuance of the proviso to Section 47 of the Employees' State Insurance Act, 1948 (34 of 1948), the condition regarding minimum number of twelve contributions payable during a contribution period for entitlement to sickness benefit in the corresponding benefit period is hereby waived for the first contribution period

only in respect of the insured persons in the areas specified in the Schedule given below. Such waiver applies only to insured persons who are allotted Sets B and C, for whom the first contribution period begins on the midnight of 26th July 1958 and ends on the midnight of 27th September 1958 and 29th November 1958 respectively.

Schedule:

1. Areas covered by the Corporation of the City of Bangalore as constituted under the City of Bangalore Municipal Corporation Act, 1949 (Mysore Act No. LXIX of 1949).
2. Areas covered by the villages of Bangalore North and Bangalore South Taluks enumerated below:

Serial No.	Taluk	Hobli	Name of the village
1	Bangalore North	Kasaba	Byatarayanapura.
2	"	"	Kempapura Agrajara.
3	"	"	Jedahalli.
4	"	"	Bhogenahalli.
5	"	Hesharghatta	Tarabanahalli.
6	"	Yeshwanthapur	Yeshwanthapur.
7	"	"	Chikkabanavar.
8	"	"	Rajajinagar.
9	"	"	Kothamaranahalli.
10	"	"	Jalahalli.
11	"	Yelnanka	Yelnanka.
12	Bangalore South	Utharahalli	Subramanyapura Utharahalli.
13	"	Varthur	Kodihalli.
14	"	"	Konenahgrahara.
15	"	"	Yamalur.
16	"	Kenguri	Nayandahalli.
17	"	"	Challaghatta.
18	"	"	Kenchenahalli.
19	"	Krishnarajapuram	Krishnarajapuram.
20	"	"	B. Narayanapura.
21	"	"	Vijanapura.
22	"	"	Benniganahalli.
23	"	"	Vibhuthipura.
24	"	"	Doddanekkundi.
25	"	Bogur	Audigodi.
26	"	"	Konappana Agrahara.

The 21st July 1958

No. 2-1/63/57(M)—In pursuance of the resolution passed by the Employees' State Insurance Corporation at its meeting held on the 25th April 1951, conferring upon me the powers of the Corporation under Regulation 105 of the Employees State Insurance (General) Regulations, 1950, I hereby authorise the following Medical Referees to function as the medical authorities within their respective jurisdiction as shown below against them for the purpose of examination of insured persons and grant of

further certificate to them when the correctness of the original certificate is in doubt.

Medical Referees empowered as medical authorities	jurisdiction
1. Medical Referee, Kanpur	Uttar Pradesh State.
2. Medical Referee, Nagpur	Vindhya Region of Bombay State.
3. Medical Referee, Trichur	Kerala State.
4. Medical Referee, Bangalore	Mysore State.

This supersedes items 2 and 4 of this office Notification No. 2-1/16/56(M), dated 21st April 1955 and this office notification No. 2-1/16/56(M), dated 7th September 1956.

V. M. ALBUQUERQUE
Director General

Bombay 5, the 17th July 1958

No. B/Est-18(14)—In pursuance of Section 25 of the Employees' State Insurance Act, 1948 (XXXIV of 1948) as read with Regulation 10-A of Employees' State Insurance (General) Regulations, 1950, the Chairman of the Regional Board, Employees' State Insurance Corporation, Bombay Region, is pleased to notify the following amendment in respect of the constitution of the Local Committee, Akola, published *vide* Notification of even No. dated 8th April 1958 namely:—

For the existing entry against No. 6, the following entry shall be substituted:—

6. Shri Ramniwas Umashankar Sharma,
Akola Majoor Sangh, Swarajya Bhuwan, Akola.

By order
N. VARMA
Regional Director

THE HYDERABAD OILS & SEEDS EXCHANGE LTD

Hyderabad, the 5th May 1958

The approval of the Central Government under Sub-section (4) of Section 11 of the Forward Contracts (Regulation) Act, 1952 has been obtained to following amendments being made to the Bye-laws of the Hyderabad Oils and Seeds Exchange Ltd., the same having been previously published pursuant to Section 11 of the Forward Contracts (Regulation) Act, 1952 and Rule 11 of the Forward Contracts (Regulation) Rules, 1954:

1. After Bylaw 1(16), the following shall be inserted, namely:—

"1(16)A—Forward contract means a contract for the delivery of goods at a future date and which is not a ready delivery contract".

2. In Bylaw 1(17), delete the word "Forward".

3. For Bylaw 1(18), the following Bylaw shall be substituted, namely:—

"Hedge contract means a forward contract as defined in Bylaw 77".

4. After Bylaw 34, the following shall be inserted, namely:—

"Note—Announcement means the date on which any party to the reference receives the copy of award and/or the date on which he refuses to receive such copy".

5. For Bylaw 45, the following Bylaw shall be substituted, namely:—

"45A: The Bench shall prepare an award on plain paper and after duly signing it, shall forward the same to the Secretary. The Secretary shall make true copies of the said award and shall send such true copies under his signature to the parties".

"45B: After the period of appeal is over and if no appeal is preferred by any party to the award, the Secretary shall get the original award typed on the stamp paper and send the stamped award to the Bench for their signatures along with the original plain award. After signing the stamped award, the Bench shall return both the stamped and plain award to the Secretary who will countersign it and send the stamped award to the party in whose favour the award is made and keep the plain award in his file for record".

"45C: If an appeal is preferred, the award shall be prepared according to the decision of appeal and the Secretary shall get it typed on a stamp paper with a duplicate copy and send the award to the appellate tribunal for signatures. The appellate tribunal shall return both the stamped and duplicate copy of award to the Secretary who will countersign it and send the stamped award to the party in whose favour the decision of appeal is made and keep the duplicate copy of the award in his file for record".

6. In Bylaw 100, delete the words "and the buyer shall pay to the seller in Hyderabad balance of 10 per cent immediately after the settlement of quality, refraction, weight and bagging etc.".

7. In Bylaw 101(a), after the words "against his balance" and "after the settlement of quality, refraction, weight and bagging etc.".

8. Belete Bylaw 101(c).

9. Bylaw 101(d) shall be renumbered as Bylaw 101(c).

10. In Bylaw 135 for the words and figures "six bags out of every 100 bags and/or 5 bags out of every 25 candy", the following shall be substituted, namely:—

"Ten bags out of every 100 bags and/or eight bags out of every 25 candies".

11. In Bylaw 137, for the words in the bracket "i.e. five vertical and five parallel" and for the words and figures "in each of the 10 bags kept separate", the following shall be substituted respectively, namely:—

"i.e., five vertical and five parallel or four vertical and four parallel as the case may be".

"In each of the 10 bags or 8 bags kept separate as the case may be".

12. In Bylaw 138, for the words "out of the ten bags", the following shall be substituted, namely:—

"Out of the ten bags or out of the eight bags as the case may be".

13. In Bylaw 179 for the word 'intermediate', the word 'special' shall be substituted.

14. In Bylaw 180 for the word "intermediate the word 'special' shall be substituted.

15. For Bylaw 185, the following Bylaw shall be substituted, namely:—

"185(i): The Board may from time to time by a resolution passed by itself and concurred in by the forward Markets Commission make such variations as may be necessary or desirable in respect of system/payment and/or amount of margin payable in respect of all transactions in hedge contracts".

"185(ii): The Board may, by a resolution passed by itself and concurred in by the Forward Markets Commission fix such limits upon daily trading by members or upon the net open position of members concerning hedge contracts as the Board may consider necessary or desirable in respect of such daily trading or net open position".

"185(iii): The powers specified in the clauses (i) and (ii) above may be exercised by the Forward Markets Commission in any case where, in the opinion of the Commission, it is expedient in the interest of trade or in the public interest so to do".

16. Delete Bylaw 186.

17. For Bylaw 246, the following shall be substituted, namely:—

"246(a): If in the opinion of the Forward Markets Commission, an emergency has arisen or exists in the market the Commission may call for periodical statements relating to the hedges contracts entered into by members in such form and manner as may be prescribed".

"246(b): Without prejudice to the generality of the foregoing clause, the information may relate to the following matters:—

(i) Contracts entered into by a member with another member in his own name or through another member in his own account".

(ii) Contracts entered into by a member on behalf of each individual client.

(iii) Business of non-members appropriated by the member to himself.

18. In By-law 247(1) for the words "Majority of not less than 2/3 of the Directors present (a fraction being counted as an integer), the number of Directors present being not less than eight", the following shall be substituted, namely:—

"Simple majority and concurred in by the Forward Markets Commission".

19. In By-law 247(1)(ii)(a) for the words "Majority of not less than 2/3 of the Directors present (a fraction being counted as an integer) the number of Directors present being not less than eight", the following shall be substituted, namely:—

"Simple majority and concurred in by the Forward Markets Commission".

In the said bylaw 247(1)(ii)(a), delete the words "or sub-clause (b)(i) hereunder".

20. Delete Bylaw 247(1)(ii)(b).

21. In Bylaw 247(2), after the words "by a simple majority", the following shall be inserted, namely:—

"and concurred in by the Forward Markets Commission".

In the said bylaw 247(2), for the words "by a like majority", the following shall be substituted, namely:—

"By a resolution passed by a simple majority and concurred in by the Forward Markets Commission".

22. In Bylaw 247(4) delete the words "or (b)" after the words "Sub-rule ii(a)" and after the words "to be at an end", the following words shall be inserted, namely:—

"Provided however, that such a resolution shall not become effective unless concurred in by the Forward Markets Commission".

23. After Bylaw 247(4), the following shall be inserted namely:—

"247(5): The powers specified in sub-clauses (i), (ii) and (a) of clause (1) and clauses (2) and (4) hereof may be exercised by the Forward Markets Commission in any case where in the opinion of the Commission, an emergency has arisen or exists and no such action as contemplated by sub-clause (i), (ii) and (a) of clause (1) has been taken by the Board".

24. In Bylaw 248, delete the words "subject to Bylaw No. 247 by 3/4 majority with 2/3 of the total Directors present".

25. After Bylaw 248(6), the following shall be added, namely:—

"248(7): The resolution passed by the Board under the provisions of this bylaw shall not become effective unless concurred in by the Forward Markets Commission".

26. In Bylaw 249, for the words "preceding bylaws", the words "Bylaw 248" shall be substituted and after the Bylaw, the following shall be inserted, namely:—

"No such resolution, however, shall have any effect until the same shall have been communicated to the Forward Markets Commission and the Forward Markets Commission shall have intimated to the Board its agreement with such resolution".

27. In Bylaw 252, the clause beginning with the words "if the Forward Markets Commission is....." and ending with the words "provision shall take effect" and the clause beginning with the words "Every hedge contract" and ending with the words "part of this Bylaw" shall be renumbered as Bylaw 252(i) and 252(ii) respectively.

28. In renumbered bylaw 252(ii), for the figure "249", the figure and word "(i) above" shall be substituted.

V. P. SETH

Secretary
The Hyderabad Oils and Seeds Exchange Ltd.,
Hyderabad

EAST INDIA COTTON ASSOCIATION LTD. NOTIFICATION

The approval of the Central Government under Sub-section (4) of Section 11 of the Forward Contracts (Regulation) Act, 1952 has been obtained to following amendments being made to the Bylaws of The East India Cotton Association Limited, the same having been previously published pursuant to Section 11 of the Forward Contracts

(Regulation) Act, 1952 and Rule 11 of the Forward Contracts (Regulation) Rules, 1954:—

I. (a) In By-law 36(4)—

For the first sentence beginning with the words "Any party" and ending with the words "or delivery", the following shall be substituted, namely:—

"Any party desiring arbitration under Clause (1) of this By-law shall, within the time allowed for arbitration, send to the Secretary at the Rooms of the Association, samples drawn under By-law 95 and, if the Contract is on sealed sample, the sample so drawn along with such sealed sample, together with an Arbitration card duly filled in and signed by both parties, stating—

(i) the growth of cotton;

(ii) the standard box against which the cotton is to be surveyed and in case no standard box is maintained by the Association for the growth mentioned, that the parties agree to the classification by the Surveyors or Super-Appeal Committee according to their conception, or that it is to be surveyed against the sealed sample; and

(iii) whether the contract is hedge or delivery or ready."

(b) In By-law 36(6)—

(i) For the words "except in the case of an arbitration held on a sample sent from any place in India outside Bombay" the words "except in the case of an arbitration in which at least one of the parties is from any place in India outside Bombay", shall be substituted.

(ii) For the words "except in the case of an arbitration held on a sample sent from outside India" the words "except in the case of an arbitration in which one of the parties is from outside India" shall be substituted;

and

(iii) For the words "third day" the words "fifth day" shall be substituted.

II. In By-law 37—

For the words "Hedge Contracts only" occurring in the By-law, the following words shall be substituted:—

"Hedge, Delivery and Ready Contracts".

III. In By-law 38(A)—

For the paragraph beginning with the words "All unpaid claims" and ending with the word "award", the following shall be substituted, namely:—

"38(A). All unpaid claims whether admitted or not, and all disputes and differences (other than those relating to quality) arising out of or in relation to—

(a) cotton transactions between members including any dispute as to the existence of such transactions;

or

(b) cotton contracts (whether forward or ready and whether between members or between a member and a non-member) made subject to these By-laws or subject to E.I.C.A. arbitration or containing words or abbreviations to a similar effect including any dispute as to the existence of such transaction provided in the latter case the parties had agreed in writing before entering into business relation that any dispute arising between them out of that agreement or any such transactions that may be entered into including any dispute as to the existence of such transaction shall be referred to arbitration under the By-laws of the Association;

or

(c) the rights and/or responsibilities of commission agents, maccadums and brokers not parties to such transactions or contracts;

or

(d) commission agency agreement entered into subject to these By-laws or subject to E.I.C.A. arbitration or containing words or abbreviations to a similar effect;

or

(e) cotton contracts covered by any such arbitration agreement;

shall be preferred to the arbitration of two disinterested persons, one to be chosen by each party from amongst the members, or their authorised or nominated representatives for the purpose of determination, settlement and

adjustment of disputes or differences in respect of cotton transactions referred to above. The arbitrators shall have power to appoint an umpire and shall do so if and when they differ as to their award.

IV. For By-law 52C—

The following By-law shall be substituted, namely:—

Emergency Clearing—“If on any day the rate of the Hedge Contract in the Trading Ring and/or the rate of any Delivery Contract by description permitted by the Board to be traded in under By-law 66(A)(a)(3) and/or the rate of any “on call” contract in the latter two cases the rate or rates fixed by the Daily Rates Committee rises by more than Rs. 30 or falls by more than Rs. 30 per candy over or below the last Settlement rate or rates, then an emergency shall be deemed to exist and an automatic Settlement Clearing in respect of the Hedge Contract and/or the Delivery Contract by description and/or the “on call” contract shall take place on the third working day thereafter. Such Settlement Clearing in respect of the Hedge Contract shall be on the basis of the closing rate on the day and in respect of the Delivery Contract by description and the “on call” contract, on the basis of the forward rate and the on call rate respectively fixed by the Daily Rates Committee on the day on which the emergency shall be deemed to have existed. The relevant By-laws relating to normal Settlement Clearings shall apply to such Settlement Clearings.”

V. In By-law 54—

For Clause (b), the following shall be substituted, namely:—

“In the event of any bale in a tender being unmarked, or wrongly marked, or bearing marks not sufficiently clear to locate the origin of such bales and therefore not bearing the Special Mark as required by proviso (3) to sub-clause (a), a certificate from the factory to the effect that those bales in the lot were pressed in the factory and specifying the press marks of the bales so pressed in the factory, if rendered by the seller, shall be proof of the press marks on the bales and the buyer shall be bound to take delivery of such bales or the lot. If no such certificate is produced by the seller, such bale may be rejected by the buyer and invoiced back at the spot rate of the basic cotton fixed for the day following the date of such rejection. In case of disagreement and resort to arbitration under By-law 38, the cotton may be rejected by the buyer and invoiced back at such rate as may be fixed by the arbitrators or umpire and in case of appeal, by the Board. The buyer shall also be entitled to a fixed penalty of Rs. 12/50 nP for the whole unit of 50 bales tendered with marks not sufficiently clear to locate the origin of such bales, irrespective of the number of bales so rejected.

VI. In By-law 54B—

(1) In Clause (3) for the words “Imperial Bank of India” substitute the words “State Bank of India”.

(2) For Clause (5) the following shall be substituted, namely:—

“(5) Samples for arbitration from bales tendered upcountry, shall be drawn by the Controllers in accordance with the provisions of By-law 60A, within seven days (or such further time as may be granted by the Board) from the date of receipt of the delivery order by the buyer. Such samples shall be promptly sealed by the Controller in the presence of the seller and buyer and shall be despatched by him to the Association by post or air or railway parcel not later than the third working day following the day upon which the samples were drawn.”

(3) For Clause (7) the following shall be substituted, namely:—

“(7) The provisions of By-law 97 shall apply to upcountry delivery save and except that for the first sentence of that By-law, the following shall be substituted:—

“The buyer shall arrange to weigh over and take delivery of the cotton in the presence of the Controller within a fortnight after the cotton is finally approved of in Survey, or on Appeal or on Super-Appeal. If no arbitration is held, then the buyer shall arrange to weigh over not later

than the period of a fortnight from the date of receipt of the delivery order by him and shall complete taking delivery within a fortnight of such date.”

(4) In Clause (9), for the words “Cotton to be delivered upcountry shall be delivered on the basis of F.O.R. (free on rail) to Bombay and the seller shall pay the following charges to the buyer as well as octroi, if any, payable on the cotton and shall also make good to the buyer any export duty as a result of the seller exercising his option to tender the cotton upcountry”, the following shall be substituted, namely:—

“(9) Cotton to be delivered upcountry as a result of the seller exercising his option to tender the cotton upcountry, shall be delivered on the basis of F.O.R. (free on rail) to Bombay and the seller shall pay the following charges to the buyer as well as give adjustment in the price to the buyer in respect of any cess, octroi, duty or tax which he would have had to pay had he tendered the cotton in Bombay. The provisions of By-law 99A shall also apply to cotton delivered upcountry:—”

VII. In By-law 55—

For Clause (1) the following shall be substituted, namely:—

“(1) The premia or discounts shall be fixed on the basis of the difference between the spot price of basic cotton and the spot rate of the description for which the premium or discount is to be fixed, taking into account the spot price of the respective descriptions of cotton in the Bombay and interior markets, subjects to adjustment as under:—

(a) If the difference between the spot rate of basic cotton and the Hedge Contract rate is Rs. 20 or below, then the premium or discount for respective descriptions shall be fixed on the basis of the difference between the spot rate for basic cotton and the spot rate for the respective description as above.

(b) If the ruling difference between the Hedge Contract rate and the basic spot rate is above Rs. 20 but not above Rs. 40 then the premium for respective descriptions shall be fixed by adding half the difference between the Hedge Contract rate and the basic spot rate over Rs. 20 to the difference between the spot rate for basic cotton and the spot rate for the respective description arrived at as above, and in the case of discount, by reducing the discount by such amount.

(c) If the ruling difference between the Hedge Contract rate and the basic spot rate is above Rs. 40 then the premium for respective descriptions shall be fixed by adding the amount above Rs. 40 plus Rs. 10 to the difference between the spot rate for basic cotton and the spot rate for the respective description arrived at as above and in the case of discount by reducing the discount by such amount.

Note—The spot price for basic cotton shall be assessed in accordance with the provision contained in the proviso to sub-clause (2) of By-law 31.

VIII. For By-law 60A—

The following shall be substituted, namely:—

“60A (1) All cotton tendered against Hedge Contract for the first time shall be subject to certification if finally passed in arbitration. The seller shall specify in the Delivery Order Forms 5 and 6 in respect of cotton tendered against Hedge Contract the particulars regarding press marks, press running numbers and any other marks on the bales. A Controller appointed by the Association shall be selected for drawing of samples and for submission for survey. His name shall be intimated to the parties while forwarding the Delivery Order to the buyer and while intimating the name of the last buyer to the seller. A maximum of 8 per cent and a minimum of 4 per cent of the bales shall be selected by the buyer. The Controller also shall have the right to select the bales for arbitration provided that the total bales selected to be opened for sampling shall not in any case exceed the maximum of 8 per cent. The bales so selected shall be opened by the Controller, who shall draw samples from them in the presence of the representatives of the seller and the buyer (2 per cent in each cases may be opened outright). All samples so drawn shall be used for determining the ques-

tion of quality and for certification of cotton if finally passed in arbitration. Due allowance shall be made for the change in appearance of the hard side of the bale owing to cross packing. The first buyer shall have the right to 'chaku' all the bales in the lot at the time of weighment in the presence of the Controller, who shall examine the 'chaku' samples before stamping the bales.

- (2) The cotton so tendered shall be certified if finally passed in arbitration under By-laws 36 and 37 and the Controller shall verify the Press Marks and running numbers and other marks on the bales at the time of weighment by the buyer of the bales finally passed and affix a stamp on each bale showing the number of the certificate.
- (3) If the running numbers on the bales are not clearly decipherable, the Controller shall verify from the stock register whether such bales are of the same lot and then stamp the bales as certified cotton.
- (4) In the event of any bale in a tender for certification being unmarked or wrongly marked or bearing marks not sufficiently clear to locate the origin of such bales and therefore not bearing the Special Mark allotted to the factory, the seller shall obtain a certificate from the factory to the effect that those bales were pressed in the factory and specifying the press marks of the bales so pressed in the factory. On production of such certificate from the factory, the lot shall be stamped by the Controller as certified cotton.
- (5) If in a tender there are more than 15 burst bales excluding the stamped bales, the provisions of By-law 96 shall apply.
- (6) Re-pressing charges shall not be payable for bales opened for arbitration.
- (7) In re-tenders of a lot certified; if there are burst bales in excess of 15 bales excluding the stamped bales, but not exceeding 25 burst bales, then the buyer shall be bound to take delivery of the lot in re-tender and shall be entitled to double pressing charges in respect of the excess over 15 bales as per provision in By-law 96 and the stamped bales. If the lot contained more than 25 burst bales then the provisions of By-law 96 shall apply.
- (8) Notwithstanding anything to the contrary contained in By-laws 36, 37 and 59, if the same certified bales are tendered again against the Hedge Contract, the buyer shall be bound to weigh over the same without any re-arbitration, subject however, to an allowance of 1 per cent payable by the seller to the buyer on the invoice value for August delivery only in respect of Vijay, Ankleshwar and Surti descriptions; provided, however, they bear the press marks, press running numbers, the Controller's stamp and any other marks which shall tally with the particulars mentioned in the Certificate or in case of unmarked or wrongly marked bale or bales bearing marks not sufficiently clear to locate the origin of such bales, a certificate from the factory is produced by the seller as mentioned in clause (4) hereof.
- (9) In the case of upcountry delivery, the cotton certified as above shall be re-tenderable in the Hedge Contract for delivery either in Bombay or upcountry.
- (10) The Controller's fee shall be fixed by the Board from time to time and shall be borne by the parties equally.

IX. In By-law 66—

For Clause (A) the following shall be substituted, namely:—

"66-(A) (a) Delivery Contracts between members or between a member and a non-member, for delivery of Indian Cotton in Greater Bombay, shall be subject to these By-laws and shall be either at fixed prices or on "on call" prices in respect of the following only:—

- (1) Private types or sealed or stamped bales of any of the descriptions of cotton tenderable under the Hedge Contract and/or included in the price notification issued by the Textile Commissioner under the Cotton Control Order, 1955 or both;
- (2) (i) Cotton with more than 1 in. staple length, and
- (ii) other descriptions of cotton not included in the Hedge Schedule or in the price notification issued by the Textile Commissioner under the Cotton Control Order;

- (3) Specified descriptions of specific class and staple of cotton as may be permitted from time to time by the Board out of the descriptions of cotton tenderable under the Hedge Contract.

(b) *Outstation Delivery Contracts*—Delivery Contracts for any specific description of any staple as well as private types or of sealed samples or of stamped bales, for delivery of cotton at any place other than Greater Bombay, as may be entered into between members or between a member and a non-member subject to these By-laws, either at fixed prices or on "on call" prices.

(c) Delivery Contracts between members or between a member and a non-member, for delivery of Indian Cotton of the following descriptions in Greater Bombay, shall be subject to these By-laws and shall be at fixed price only:—

Bengal, Assam Comilla, Oomra Desi (including Desi Cottons grown in Moglai, Madhya Bharat, Madhya Pradesh and Khandesh), Mathia and Mungari Cotton.

(d) Delivery Contracts may be entered into between two parties, whether members or not for delivery of Foreign Cotton subject to these By-laws or subject to E.I.C.A. arbitration or containing words or abbreviations to a similar effect.

(e) Subject to the provisions of By-law 47, the Board may, from time to time permit trading in any Delivery Contract either at fixed prices or on 'on call' basis.

X. In By-law 66(B)—

For sub-clause (b), the following shall be substituted, namely:—

"In the event of any bale in a tender being unmarked, or wrongly marked, or bearing marks not sufficiently clear to locate the origin of such bales and therefore not bearing the Special Mark as required by proviso (3) to sub-clause (a), a certificate from the factory to the effect that those bales in the lot were pressed in the factory and specifying the press marks of the bales so pressed in the factory, if rendered by the seller, shall be proof of the press marks on the bales and the buyer shall be bound to take delivery of such bales or the lot. If no such certificate is produced by the seller, such bale may be rejected by the buyer and invoiced back at the spot rate of the basic cotton fixed for the day following the date of such rejection. In case of disagreement and resort to arbitration under By-law 38, the cotton may be rejected by the buyer and invoiced back at such rate as may be fixed by the arbitrators or umpire and in case of appeal, by the Board. The buyer shall also be entitled to a fixed penalty of Rs. 12/50 nP for the whole unit of 50 bales tendered with marks not sufficiently clear to locate the origin of such bales, irrespective of the number of bales so rejected.

XI. In By-law 72—

Add at the end the following sentence, namely:—

"In the case of Super-Appeal, the appellant shall give notice of his such appeal to the opposite party before 12-30 p.m. on the day following the day on which the appeal against the survey award was concluded."

XII. In By-law 73—

I. For Clause (2), the following shall be substituted, namely:—

"(2) In an arbitration for inferiority of quality, the buyer shall be entitled to demand the award of a "full allowance" (i.e. as opposed to an allowance merely justifying rejection) provided he informs the Secretary when submitting samples for survey under By-law 36 and in that event he shall be bound to take the cotton with the allowance awarded in the final award when a "full allowance" has been awarded the fact shall be mentioned in the award.

If, when a "full allowance" has not been demanded in time by the buyer and if the cotton is not declared "not a fair tender", the final award—

- (a) exceeds the difference between the class contracted for and the class immediately below it, or
- (b) the Cotton tendered is awarded as being below the staple length contracted for or below the staple length of sealed or type sample; or
- (c) exceeds such difference (if any) as is specified in the contract as justifying rejection, the buyer shall—

- (i) take the cotton with the allowance fixed in arbitration in which case he shall so intimate to the seller by 1-30 p.m. on the day following the date of the final award; or
- (ii) reject the cotton in which case he shall either—
 - (a) invoice it back to the seller at the spot rate of the cotton contracted for fixed for the day following the date of the final award; or
 - (b) buy at a reasonable rate on account and at the risk and expense of the seller, cotton of the description sold.

In the event of the buyer invoicing back the cotton he shall receive from the seller a penalty not exceeding Rs. 25 per candy as may be fixed and imposed by the Board."

II. Insert the following as clause (3) and re-number the subsequent clauses (2A) and (3) as clauses (4) and (5):—

- "(3) In an arbitration for inferiority of quality, the Surveyors, Panel of Surveyors and/or the Super-Appeal Committee shall have power to fix the difference in value between the grades according to the rate at which such cottons are sold in spot in Bombay when no grade difference is fixed by any authority competent under these By-laws to do so and also difference in value, for less than 1/32 in. 'off' in staple. The difference in value for 1/32 in. 'off' in staple and for more than 1/32 in. 'off' in staple awarded in arbitration in respect of Delivery Contracts shall be fixed by the Committee under By-law 34A, on application of either of the parties."

III. Insert the following as clause (6) and re-number clause (4) as clause (7):—

- (6) (a) In the event of the buyer not intimating to the seller his election to—

- (i) take the cotton with the allowance

or

- (ii) reject the cotton

or

- (iii) buy on account

he shall be deemed to have elected to exercise his right of invoicing back, in which case he shall receive or pay the difference between the rate at which the cotton is deemed to have been invoiced back and the contract rate or the last settlement rate as the case may be.

- (b) In the event of the buyer 'buying on account' he shall pay to or receive from the seller the difference, if any, between the rate he paid for the cotton so bought after adjusting the mutual allowance, if any, and the contract rate or the last settlement rate."

XIII. In By-law 110—

In clause (3) insert the following as sub-clause (e)—

- "(e) If the price in the Hedge Contract added to the rate of "on call" touches the ceiling rate fixed by the Textile Commissioner for that particular description, then the call price shall be deemed to be automatically fixed at the ceiling rate on the date of such occurrence at that rate and in the absence of mutual consent, the buyer shall give a hedge contract at the rate referred to above and the seller shall be bound to accept the same."

XIV. In By-law 124(b)—

Insert the words "and/or super-appeal" between the word "appeal" and the word "is".

XV. In By-law 136—

Insert after the word, figures and letters "By-law 66 (A)(a)(3)" the following words:—

- "or differences in respect of "on call" contracts".

XVI. In By-law 139—

Insert after the word, figures and letters "By-law 66 (A)(a)(3)" wherever they occur, the following words:—

- "and on call contracts".

XVII. In By-law 141—

Insert the following as clause (3):—

- "(3) For the purpose of settlement clearings in respect of Delivery Contracts on 'on call' basis, settlement prices shall be fixed by the Board on or about the third working day immediately preceding the fortnightly Settlement Day, on the basis of the 'on call' rate fixed by the Daily Rates Committee."

XVIII. In By-law 148B—

- (a) In sub-clause (1) of clause I—

For the words "Every member of the Association shall prepare and send daily to the Clearing House", the following words shall be substituted, namely:—

"Every member of the Association shall prepare and send to the Clearing House as may from time to time be directed by the Board"

and

- (b) In sub-clause (a) of clause I, insert the word "daily" between the words "to the" and the word "sales".

XIX. After By-law 163B—

The following By-law shall be inserted, namely:—

"163C. For purposes of Hedge and Delivery Contracts for cotton season 1957-58 the provisions of the By-laws and Hedge Schedule noted hereunder as they stood immediately before 12th July 1958 shall be applicable, namely.

By-laws 36(6), 37, 52C, 54(b), 54B, 55, 60A, 66A, 66B,

72, 110, 136, 139, 141 and Hedge Schedule.

and for purposes of Hedge and Delivery Contracts for crops of Cotton Season 1958-59 and thereafter, the said provisions as amended on the aforesaid date shall be applicable.

XX. In the Hedge Schedule—

- (a) Delete the words "including Jarilla grown in Bombay State and Gaorani (Bani)" occurring in Column 2 in the description M.G. Moglai Jarilla and substitute the words "including 197/3 and Gaorani (Bani)".

- (b) Insert the word "Wagad" after the word "Kalagin" in the description M.G. Dhollera appearing in column 2.

- (c) In columns 2 and 4 of the description and places tenderable against M.G. Cambodia after the words "in the Bombay State" and "in the State of Bombay" insert the words "and the State of Mysore" and "and Bijapur, Dharwar, Kenara and Belgaum districts of the Mysore State" respectively.

C. M. PARIKH
Secretary

LOST

THE BOMBAY MUNICIPAL DEBENTURES

Number—658.

Loan—3½ per cent. 170 lakhs Loan.

Amount—Rs. 1,000.

Repayable—3rd October 1966.

Originally issued in the name of—Hind Benefit Provident Insurance Society, Ltd.

Last endorsed to the Proprietor—M. N. Chhatrapati. By whom it was never endorsed to any other person having been lost, notice is hereby given that payment of the above debenture and the interest thereupon has been stopped at the Municipal Loans Section, State Bank of India, Bombay, and that application is about to be made for the issue of duplicate in favour of the Proprietors. The public are cautioned against purchasing or otherwise dealing with the abovementioned Debenture.

Name of the Advertiser—M. N. CHHATRAPATI.

Residence—Bhimrao's Wadi, Thakordwar, Bombay-2.

LOST

The Government Promissory Note No. DHO 17571 of the 3 per cent loan of 1970-75 for Rs. 500 originally standing in the name of Reserve Bank of India and last endorsed to Gauri Nath Parbhakar.

The proprietor by whom it was never endorsed to any other person, having been lost, notice is hereby given that the payment of the above note and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, New Delhi and that application is about to be made for the issue of duplicate in favour of the proprietor. The public are cautioned against purchasing or otherwise dealing with the above-mentioned security.

Name of the Advertiser—Gauri Nath Parbhakar.

Residence—No. 4, Circular Avenue West, Nangal T/ship.

LOST

The Government Promissory Note No. BY.063496 of the 3% loan of 1970-75 for Rs. 500 originally standing in the name of the Reserve Bank of India and last endorsed to Dina F. Bulsara and Banoo J. Harda the proprietresses, by whom it was never endorsed to any other person, having been lost, notice is hereby given that the payment of the above Note and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, Bombay and that application is about to be made for the issue of Duplicate in favour of the proprietresses. The public are cautioned against purchasing or otherwise dealing with the above-mentioned security.

Name of the advertiser—Smt. DINA F. BULSARA.

Residence—44-D/2, Bottlewalla Villa, Sleater Road, Grant Road, Bombay 7.

Bombay, the 4th February 1958.

LOST

The undermentioned Government Promissory Notes of the 2½ per cent loan of 1964 for Rs. 500 each, originally standing in the name of the Bank of India Ltd. and last endorsed to the proprietors as shown there against by whom they were never endorsed to any other person, having been lost, notice is hereby given that the payment of the same and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, Bombay and that application is about to be made for the issue of Duplicates in favour of the surviving proprietors. The public are cautioned against purchasing or otherwise dealing with the securities.

BY 013236—Laxman Keshav Bhawe (Deceased) & Laxman Vithal Kelkar.

BY 013238—Laxman Keshav Bhawe (Deceased) & Laxman Vithal Kelkar & Dattatraya Mahadeo Bhawe.

BY 013239—Laxman Keshav Bhawe (Deceased) & Anant Mahadeo Bhawe.

Name of the Advertiser—Shri Anant Mahadeo Bhawe.

Address—Siddharudh Bldg., Bhavanishankar Road, 1st Floor, Room No. 4, Dadar, Bombay.

LOST

The Government Promissory Note No. CA 029277 of the 3 per cent. loan of 1970—75 for Rs. 1,100 originally standing in the name of Fakir Chandra Bhattacharjee, the proprietor since deceased by whom it was never endorsed to any other person, having been lost, notice is hereby given that payment of the above note and the interest thereupon have been stopped at the Public Debt Office, Reserve Bank of India, Calcutta and that application is about to be made for the issue of duplicate in favour of the undersigned succession certificate holder. The public are cautioned against purchasing or otherwise dealing with the above mentioned security.

Signature of the Advertiser—Prafullamoy Bhattacharjee.

Residence—1, Sitanath Banerjee Lane, Sibpore, Howrah.

STOLEN

The Government Promissory Note No. BY094674 of the 3½ per cent National Plan loan of 1964, originally standing in the name of the Reserve Bank of India and last endorsed to Indurao Rajaram Rajadnya, the proprietor, by whom it was never endorsed to any other person, having been stolen, notice is hereby given that the payment of the above Note and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, Bombay and that application is about to be made for the issue of duplicate in favour of the proprietor. The public are cautioned against purchasing or otherwise dealing with the above-mentioned security.

Name of the advertiser—Shri I. R. RAJADNYA.

Residence—C/o. Malegaon Sugar Factory, Malegaon, Dist. Poona.

PUBLIC NOTICE**AIR-INDIA INTERNATIONAL CORPORATION****Notice of Redemption of the 3½ per cent Five-Year Bonds**

Pursuant to the proviso to sub-section (4) of Section 27 of the Air Corporations Act, 1953, the Air-India International Corporation hereby gives advance notice to all

holders of the 3½ per cent Five-Year Bonds of the Corporation that the Corporation offers to pay the face value of the said Bonds on 1st August 1958

Holders of Bonds are requested to note in particular that pursuant to provisions of Rule 33 of the Air Corporations Rules, 1954, in case they fail to accept payment within 30 days from 1st August 1958, no interest will accrue on the said Bonds after the expiry of the said period of 30 days.

The payment of the face value of the Bonds together with interest accrued up to the date of payment will be made to the bond-holders on behalf of the Corporation by the State Bank of India. Holders of the Bonds are, therefore, requested to present their Bonds, duly discharged, at the State Bank of India, Municipal Loans' Section, Fort, Bombay. In order that the said payments be made without undue delay, holders are advised to deposit the Bonds, duly discharged, with the State Bank of India well before 1st August 1958. The form of discharge should be as under:—

"Received in full the principal of this Bond with interest due.

(Signature of Holder)"

Upon payment of the face value and the interest in the manner stated above, the Corporation shall be discharged from all liability in respect of the Bonds so paid.

For and on behalf of

Air-India International Corporation

Dated 1st July 1958.

J. R. D. TATA
Chairman

CHANGE OF NAME

I, CHHOTHEY son of MEHI, Sweeper School of Signals, MHOW, hereby notify that I have changed my name to CHUTTAN.

CHANGE OF NAME

"This is to inform all that R. K. D'Souza, S/ A. M. D'Souza, T. No. 11436, S. E. Rly., Khargpur W/S will be hereafter called as Sri Ram Krishnaswamy".

CHANGE OF NAME

Sri S. PRAKASH, of Ganjam, Srirangapatna Tk., Mysore, working as Sorter R.M.S. "Q" Dn., Arsikere, hereby desires to change his name to and to be known in future as N. S. GNANA PRAKASH.

CHANGE OF NAME

"Vasant Dattatraya Joshi has changed his name to Vasant Nagesh Shridhare due to adaptation."

CHANGE OF NAME

I, Surjit Singh Gupta, S/o Dr. Pratap Singh, 607, Sadar Bazar Bareilly Cantt. have changed my name to S. S. Chaudhry.

CHANGE OF NAME

Be it known to all that I, LACHARI RAM ANAND L.D.C., A/c. No. 8286191 serving in L.A.O. (S.) C.O.D., Agra under Controller of Defence Accounts, Eastern Command, Meerut want to change my name to SATYA PRAKASH ANAND.

CHANGE OF NAME

RAM LAGAN "SHARMA" instead of RAM LAGAN "MISTRY".

CHANGE OF NAME

Name—TUKARAM NILKANTH GADRE.

Date of Birth—6th July 1930.

I wish to change my name as DINKAR NILKANTH GADRE.

My father's Name—NILKANTH MAHADEO GADRE.
Permanent Address—T. N. Gadre, 9, Shri Krishna Niwas, Lady Hardinge Road, Mahim Bulb, Bombay-16.

T. N. GADRE

CHANGE OF NAME

I, a Lower Division Clerk in Directorate General of Supplies & Disposals, New Delhi, have changed my name from Bhupal Chander Dutta to Kirpal Singh Dutta as I have embraced Sikhism.

CHANGE OF NAME

I, so far known as Prem Prakash Gurwara change over to Prem Prakash Grover and declare to be known as such hereafter.

PREM PRAKASH GROVER
Divisional Accountant (A.G.C.R.)
Irrigation Division, Mandi (H.P.)

Dated 8th May 1958.

CHANGE OF NAME

"I, s/o Shri Hukam Chand, serving in N. Rly. (Accounts) at Delhi, have changed my name from Dhanpat Rai to Dhanpat Rai Manchandar".

CHANGE OF NAME

I, Chander Parkash Gupta, S/o. L. Sunder Dass, Steno to the Regional Settlement Commissioner, Jullundur, have changed my name to Chander Parkash Mahajan.

CHANGE OF NAME

I, Ruldu Ram Draughtsman, S/o Sh. Banta Ram of R.D.S.O., Ministry of Railways, Baroda House, New Delhi, have changed my name to Rajeshwar Rai.

CHANGE OF NAME

I, Bishnoo Panda the name of which is hereby changed to Baishnob Panda the traditional family name. Hereafter I will be known as Baishnaba Panda, Traffic Points Man, S. E. Railway.

CHANGE OF NAME

Reference para 8 of AI 196/51.

My change of name as under has been approved by the DG AFMS vide their No. 5059/DGAFMS/DG 1(B), dated 31 Mar 58:—

"Captain (Mrs) BARBOSA, CAROLINE HEMLATA".
(nee BHATTACHARJI).

CHANGE OF NAME

"I, serving at Delhi, have changed my name from 'Rattan Lall' to Rattan Lall Rattan".

CHANGE OF NAME

I, Sreepada Sita Rama Swamy, son of late Sreepada Narasimham Pantulu Garu of Jamshedpur have adopted Chy. B. Rama Rao, son of Burra Bala Krishna Murty Pantulu Garu of Chakradharpur and have changed his name from Chy. B. Rama Rao to Sreepada Venkata

Lakshmi Narasimhama Rama Sharma and in future he will be known as Sreepada Venkata Lakshmi Narasimhama Rama Sharma.

CHANGE OF NAME

I, Dinabandhu Namasudra son of Late Prasanna Kumar Namasudra residing at Kanchrapara at Railway Quarter, P. S. Bizpur, District 24-Paraganas do hereby solemnly affirm as follows:—

(i) That, I am called Dinabandhu Namasudra, but I am Dinabandhu Roy.

(ii) That, hence forth I shall call myself Dinabandhu Roy not Dinabandhu Namasudra.

CHANGE OF NAME

I, J. A. Joseph (John Arthur Joseph) Technical Assistant, All India Radio, will hereafter be known by my above name only and not as J. John Arthur.

CHANGE OF NAME

I, P. John, Ticket Collector, Southern Railway, Chingleput, will hereinafter be called VICTOR KURIEN GEORGE (bearing the signature V. K. GEORGE).

V. K. GEORGE
formerly P. JOHN

CHANGE OF NAME

Mariam D/o. Mr. Jacob W/o. David Hira Lal ST. Branch, N. Rly. The Mall, Delhi will in future be known Asha Devi due to embraced Hinduism.

CHANGE OF NAME

David Hira Lal S/o. Hira Lal ST. Branch, N. Rly. The Mall, Delhi will in future be known Yogeshwar due to embraced Hinduism.

CHANGE OF NAME

"It is hereby notified that the undersigned has changed his name from UPADHAYAYA KAMLASHAKER CHHOTALAL to UPADHYAYA SURENDRA CHHOTALAL".

CHANGE OF NAME

PUTTO HANMANT BAKSHI, C. & W., Khalasi, C. Rly., Bhusawal, has changed his name and will hereafter be known as PURUSHOTTAM HANMANT BAKSHI.

NOTICE

Resolution passed in the General Meeting of the Allied Agricultural Industries Private Ltd. in Bombay on 23rd April 1958 that the company should be taken into voluntary liquidation and that Mr. T. R. Chiplunkar should be appointed as liquidator to wind up the concern.

